

## **ATTACHMENT III**

### **E911 — FIXED WIRELESS**

## **Appendix E911 — Fixed Wireless**

### **TERMS AND CONDITIONS FOR PROVIDING CONNECTION TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE**

This Appendix between Telco and AWS sets forth the terms and conditions under which Telco will provide AWS connection to E911 Universal Emergency Number Service, on a wireline basis for switches designated in APPENDIX PORT– FIXED WIRELESS, for those AWS End Users choosing to obtain Fixed Wireless service. This Appendix does not in any way affect or amend the 911 service that is currently provided to AWS's general wireless customers. The E911 Universal Emergency Number Service described in this Appendix is in addition to the existing general 911 service.

#### **I. DEFINITIONS**

A. As used herein and for the purpose of this Appendix, the following terms shall have the meanings set forth below:

1. Fixed Wireless – A service offered by a Commercial Mobile Radio Service (CMRS) provider utilizing its licensed spectrum in which the end user is required to be at a set location.
2. E911 Universal Emergency Number Service (also referred to as Expanded 911 Service or Enhanced 911 Service) - A telephone exchange communications service whereby a Public Safety Answering Point (PSAP) designated by the E911 Customer may receive and answer telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911.
3. E911 Customer - A municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at the minimum, for emergency police and fire services through the use of one telephone number, 911.
4. End-User - The E911 caller.
5. Public Safety Answering Point (PSAP) - An answering location for 911 calls originating in a given area. The E911 Universal Emergency Number Service Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first;

secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

6. 911 Trunk – A trunk capable of transmitting Automatic Number Identification (ANI) associated with E911 calls from switch to the E911 Network.
7. Automatic Number Identification (ANI) – Telephone number associated with the access line from which a call originates.
8. Automatic Location Identification (ALI) – The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information.
9. Selective Routing (SR) – The routing and equipment used to route a 911 call to the proper PSAP based upon the location of the caller. Selective routing is controlled by the Emergency Service Number (ESN) which is derived from the customer location.
10. Database Management System (DBMS) - A system of manual procedures and computer programs used to create, store, and update the data required for the SR and ALI service features of E911 Universal Emergency Number Service.

## II. RESPONSIBILITIES

- A. Since AWS is employing its wireless system on a fixed location basis in connection with the service, it differs slightly from the arrangement employed by wireline CLECs who normally use this system. Wireless systems traditionally provide information to a PSAP that identifies only the cell site carrying the call, rather than the caller's fixed location. Accordingly, AWS will ensure that each of its Fixed Wireless service telephone numbers has a fixed location listed in the ALI Database and that AWS's network is properly set up to pass ANI that will provide the PSAP the information it needs to associate that information in the ALI Database with the telephone number or ANI passed to it.
- B. Telco shall provide and maintain equipment at the E911 Selective Router and the DBMS as is necessary to perform the E911 Universal Emergency Number Service in connection with AWS' Fixed Wireless service set forth herein. Telco shall also be responsible for the following:

1. When requested by AWS, transporting the E911 calls from the interconnection point with AWS facilities connecting AWS's switches listed in Exhibit I (attached hereto and made a part hereof) to the Selective Routers of the E911 System.
  2. Switching the E911 calls through the E911 Selective Router (s) to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 Customer.
  3. Storing the names, addresses, and associated telephone numbers from AWS's End Users involved in the Fixed Wireless service in the electronic data processing database for the E911 DBMS. AWS is responsible for downloading and updating this information.
  4. Transmission of ANI and ALI information associated with AWS's End User accessing E911 Universal Emergency Number Service to the PSAP for display at an attendant position console.
- C. Telco shall provide and maintain sufficient dedicated E911 circuits, in accordance with the provisions of the Telco E911 tariff and specifications of the E911 Customer.
- D. Telco shall provide AWS with a list that correlates the Exchange or Rate Centers with the appropriate Selective Router at the tariffed rate.
- E. Telco shall provide AWS with a file containing the Master Street Address Guide (MSAG) in accordance with the terms of Telco's Illinois Bell C.C.#20 General Exchange tariff. In addition, AWS may request and Telco shall make available within 48 business hours for retrieval by the AWS, statistical, transactional, and End User record reports of AWS End User files downloaded by AWS to Telco's DBMS, so that AWS may ensure the accuracy of the End User records.
- F. AWS shall connect its switches to the E911 Selective Router by one-way outgoing 911 trunks dedicated for originating 911 emergency service calls, according to specifications in the document "E911 Technical Network Interface Specifications Document" contained in Telco's CLEC Handbook and in accord with the following:
1. A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which AWS offers exchange service. This trunk group shall be set up as a one-way outgoing only and, unless otherwise agreed to by the Parties, shall utilize SS7 signaling. AWS will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2. AWS shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the point of Interconnection (POI) to the Telco 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way SS7 connectivity trunk groups.
  3. AWS will cooperate with Telco to promptly test all 9-1-1 trunks and facilities between AWS's network and the Telco 9-1-1 Tandem to assure proper functioning of 9-1-1 service. AWS will not turn-up live traffic until successful testing is completed by both Parties.
- G. At a reasonable time prior to establishment of E911 Universal Emergency Number Service, AWS will download and maintain thereafter all information required to establish records necessary for furnishing connection to E911 Universal Emergency Number Service in connection with AWS's Fixed Wireless service. AWS will adopt and comply with operating methods applicable to downloading and maintaining AWS's end user records in Telco's DBMS, as set forth in the document referenced in E., above.
- H. AWS acknowledges that its End Users in a single local calling scope may be served by different PSAPs. AWS will be responsible for providing facilities to route calls from its End Users to the proper E911 Control Office(s).
- I. AWS and Telco agree that the Trunk Group Service Request (Ameritech states) as set forth in Telco's CLEC handbook, shall be completed and E911 trunks installed a minimum of thirty (30) days prior to the passing of live traffic.
- J. Facilities for use with E911 Services may be purchased from Telco under the Special Access section of Telco's state tariff. Notwithstanding that AWS is not a CLC, trunks for use with E911 Services may be purchased from Telco's state tariff Illinois Bell C.C.#20 General Exchange tariff.

### **III. METHODS AND PRACTICES**

- A. With respect to all matters covered by this Appendix, each Party will adopt and comply with standard industry operating methods and practices and will observe the terms and conditions of Telco's tariff, rules and regulation of the FCC, and the Illinois Commerce Commission that apply to the provision of E911 Universal Emergency Service in the context of AWS's Fixed Wireless service. Telco will adhere to the NENA recommended Standards for Local Service Providers.

**IV. CONTINGENCY**

- A. The parties agree that the E911 Universal Emergency Number Service is provided for the use of the E911 Universal Emergency Number Service Customer, under the guidelines established by the State of Illinois, and recognizes the authority of the State of Illinois and the E911 Universal Emergency Number Service Customer to establish service specifications and grant final approval (or denial) of service configurations offered by Telco and AWS. The terms and conditions of this Appendix represent a negotiated plan for providing E911 Universal Emergency Number Service, for which AWS must obtain documentation from the appropriate state or E911 Customer(s) which have jurisdiction in the area(s) in which AWS's End Users are located. AWS will provide such documentation to Telco prior to use of AWS's E911 connection for actual emergency calls.
- B. The terms and conditions of this Appendix are subject to renegotiation in the event that the E911 Universal Emergency Number Service Customer or State of Illinois orders changes to the E911 Universal Emergency Number Service that necessitate revision of this Appendix.

**V. BASIS OF COMPENSATION**

- A. Rates for access to E911 Services are set forth in Telco's Illinois Bell C.C.#20 General Exchange tariff.
- B. Charges shall begin on the date connection to E911 Universal Emergency Number Service commences.
- C. Notwithstanding that AWS is not a CLC, Telco will provide, upon AWS's request, facilities and trunks for the E911 Services described in this Attachment according to applicable state tariffs.

**VI. LIABILITY**

- A. Telco's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. Telco shall not be liable to the AWS, its End Users or its E911 calling parties or any other parties or persons for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E911 Universal Emergency Number Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after Telco has been notified and has had reasonable time to repair, shall in no event exceed an amount

equivalent to any charges made for the service affected for the period following notice from the AWS until service is restored.

- B. AWS's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event, the AWS provides E911 Universal Emergency Number Service to Telco, the AWS shall not be liable to Telco, its Customers or its E911 calling parties or any other parties or persons for any loss or damages arising out of errors, interruptions, defects, failures or malfunctions of the E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after the AWS has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from the Customer until service is restored.
- C. AWS agrees to release, indemnify, defend and hold harmless Telco from any and all loss, claims, demands, suits and other action, or any liability whatsoever, except for claims arising from Telco's own negligence or other wrongful act, arising out of Telco's provision of service hereunder or out of the AWS's End Users' use of the E911 Universal Emergency Number Service, whether suffered, made, instituted or asserted by the AWS, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the AWS, its End Users or others.
- D. AWS also agrees to release, indemnify, defend and hold harmless Telco from any and all loss, claims, demands, suits or other actions involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Universal Emergency Number Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Universal Emergency Number Service hereunder, except which arise out of the negligence or other wrongful act of Telco.

## **VII. MUTUALITY**

AWS agrees that to the extent it offers the type of services covered by this Appendix to any company, that should Telco request such services, AWS will provide such services to Telco under terms and conditions comparable to the terms and conditions contained in this Appendix.

This Attachment is made on an interim basis, until the earlier of either (1) termination of the Agreement or (2) until such time as the FCC, the Commission or an appropriate court makes a determination (the

enforcement of which is not stayed) that providers of fixed wireless service offered in substantially the same technical manner provided by AWS or one of its affiliated wireless companies in one or more states as of the effective date of this Attachment must be certified as competitive local exchange carriers or should be subject to substantially the same interconnection terms and conditions as wireline local exchange carriers. Telco expressly reserves all of its legal rights and expressly does not waive any position, particularly as to the appropriateness and legality of providing fixed wireless service as a CMRS provider and the need for a true-up to reflect the ultimate decision of applicable regulatory bodies as to how fixed wireless service should be provided by AWS. AWS should not assume that Telco's willingness to provide these interim arrangements is any indication that Telco believes that these arrangements are required by law or the Agreement or can be continued beyond the expiration of the Agreement. Telco also fully reserves its rights, including but not limited to the right to pursue any regulatory, judicial or quasi-judicial action, to determine the appropriateness and legality of providing fixed wireless service in substantially the same technical manner provided by AWS or one of its affiliated wireless companies in one or more states as of the effective date of this Attachment as a CMRS provider. AWS reserves all rights, including the right to pursue or contest before any regulatory, judicial, or quasi-judicial entity the services, terms and conditions contained in this Attachment, and reserves the right to assert that the terms and conditions agreed to on an interim basis by this Attachment are not applicable to AWS.



## **EXHIBIT I**

### **AWS'S FIXED WIRELESS SWITCHES**

**None**